warrant the distinction between the terms "reasonably necessary" and "convenient and highly beneficial." The logical conclusion would seem to be that Illinois courts recognize no actual distinction between the requisites necessary for an easement by implied grant, and one by implied reservation. For further reference see 9 MICH. LAW REV. 709; and 3 ILL. LAW REV. 187.

EQUITY—CLEAN HANDS.—Defendant contracted to serve the Philadelphia Ball Club for the 1913 season with a reservation that he was to contract with and continue in service of said Club for succeeding seasons at a salary to be determined later, the Club having the right to terminate the contract on ten days notice. Complainants, the Federal Club, knowing of this contract, induced defendant to sign a contract to play ball for it and "no other party." Thereafter defendant contracted with the Philadelphia Club according to the reservation. Complainant sought to enjoin defendant from playing ball contrary to the terms of his contract with it. *Held,* that although the reservation in the Philadelphia contract was not enforceable at law as between the parties, being but an agreement to make a contract, complainants having induced a breach of the same were not entitled to the relief sought under the maxim that he who comes into equity must come with clean hands. *Weeghman et al* v. *Killifer et al.* (C. C. A. 1914) 215 Fed. 289.

The case is an excellent illustration of the application of a very old equitable maxim and is the only one found, holding that inducing the breach of an unenforceable contract amounts to such misconduct as will deprive the suitor of equitable relief. It has long been held, however, that unjustifiable interference with the relation of master and servant is an actionable wrong even though the contract of service is not binding. *Keane* v. *Boycott,* 2 H. Bl. 511; *Rice* v. *Manley,* 66 N. Y. 82; *Noice Adnir* v. *Brown,* 39 N. J. Law 569; *Duckett* v. *Pool,* 36 S. C. 283; *Haskins* v. *Royster,* 70 N. C. 601. The conduct may be something less than fraud. *Sanders* v. *Cauley,* 52 Tex. Civ. App. 261, approving POMEROY to the effect that "any really unconscionable conduct connected with the controversy to which he is a party, will repel him from the forum whose very foundation is good conscience." POMEROY EQ. JUR. (3rd ed.) § 404; *Vulcan Detinning Co.* v. *American Can Co.,* 70 N. J. Eq. 588; *Messner* v. *Lypens & W. Val. St. Ry. Co.,* 13 Pa. Sup. Ct. 429; *Nebraska Tel. Co.* v. *Western Independent Long Distance Tel. Co.,* 68 Neb. 772. The maxim applies only to wilful misconduct connected with the matter in litigation and not to some other illegal transaction. *Mason* v. *Carrothers,* 105 Me. 392; *Williams* v. *Beatty,* 139 Mo. App. 167; *Roote* v. *Roote,* 33 App. D. C. 378; *Carr* v. *Craig,* 138 Iowa 526; *Mossler* v. *Jacobs,* 66 Ill. App. 571. That equity will enforce negative stipulations in baseball contracts was settled by the case of *Philadelphia Ball Club* v. *Lajoic,* 202 Pa. St. 210, 51 Atl. 973. The same has been true of theatrical performer's contracts for many years. *Morris* v. *Coleman,* 18 Ves. 436; *Daly* v. *Smith,* 38 N. Y. Sup. Ct. 158; *Hayes* v. *Willis,* 11 Abb. Pr. N. S. 167; *Canbry* v. *Russel,* 16 Fed. 37 and the leading case of *Lumley* v. *Wagner,* 1 De. Gex. M. & G. 604.